

RESOLUTION NO. 2016-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING TWO CHANGE ORDERS TO THE CONTRACT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND BLACKBAUD, INC., FOR MUNICIPAL FINANCIAL SYSTEM SOFTWARE AS A SERVICE (SAAS), AND AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council approved Resolution No. 2015-06 at their regular meeting on January 20, 2015, awarding a contract to Blackbaud, Inc., for a Municipal Financial System Software as a Service (SAAS), pursuant to the recommendations of the Town Management and the FAAC; and

WHEREAS, due to possible personnel changes, the final implementation and training for this system software was postponed until after October 1st; and

WHEREAS, Blackbaud has requested two Change Orders in order to amend the original agreement to allow payment for services to be in phases, rather than lump sum, and design changes that encompass rework of the approved design that occurs throughout the implementation of the final product; and

WHEREAS, Town Staff has determined these change orders to be reasonable and make recommendation of approval for the timely completion of this project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA;

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida, hereby agrees to the terms and conditions of the two Change Orders to the Contract with Blackbaud, Inc., which are attached hereto as Exhibit “A” and Exhibit “B”, and by reference incorporated

herein.

Section 3. The Mayor or appropriate Town Officials are hereby authorized to execute documents for said Change Orders, and deliver the two (2) signed Change Orders to Blackbaud, Inc., along with a certified copy of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

Council Member JARRIEL offered the foregoing Resolution. Council Member McHENDON seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
<u>DAVE BRONNING</u> , MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>TOM GOLTZENÉ</u> , VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>RON JARRIEL</u> , COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Todd McHENDON</u> , COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>RYAN LIANG</u> , COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5th DAY OF APRIL 2016.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Virginia M. Walton
Virginia M. Walton, Town Clerk

David Browning
Mayor DAVID BRONNING
Ronald Jarrriel
COUNCIL MEMBER

Todd McHendon
Council Member

APPROVED AS TO LEGAL FORM:

[Signature]
Office of the Town Attorney

Tom Goltzené
VICE MAYOR
ABSENT
Council Member RYAN LIANG

CHANGE ORDER

SalesForce Project Name: 63898 : ACSFENXTPROFPE : 20150130 : Town of Loxahatchee
SAP Project Definition Number: 0000239869-20-1380

To: Bill Underwood
From: Chelsy Abraham
Cc: Julia Duty and Tracey-Monique Jackson Scott
Date: 2/12/2016
Subject: Project Expiration Updated to Milestone Billing

Need for Scope Change

The contract and terms for Financial Edge Consulting Services expired on January 30, 2015. However, Town of Loxahatchee wishes to continue with their implementation based on Milestone Billing. Milestone billing will breakdown their overall implementation and consulting services into three phases with no change to the original agreed upon dollar amount as follows:

Project Approach		
Phase	Purpose	Overview of Tasks
Phase 1: Prepare and Design	<p>To ensure a shared understanding of the goals, plan the project implementation, and explain the timeline.</p> <p>To discuss the high-level business requirements and current business processes and determine how best to configure the system.</p>	<ul style="list-style-type: none"> • Hold a project kick-off call • Distribute a pre-consultation survey • Confirm the agenda for the project work • Schedule users for product training • Establish a project timeline • Provide import templates and instructions on populating import templates from source data system¹ • Discuss Chart of Accounts design including projects, grants, and endowments • Discuss General Ledger fund structure • Discuss General Ledger closing methods • Discuss query and reporting needs and obtain sample reports from you
Phase 2: Configure	To configure The Financial Edge NXT based on areas discussed	<p>Configure the following Functional Areas:</p> <ul style="list-style-type: none"> • Application Hosting Configuration

¹ You are responsible for extracting data from legacy system and for populating the templates. You will verify accuracy of populated template prior to importing with the Blackbaud consultant

Project Approach		
and Build	<p>during the Design phase and to ready The Financial Edge NXT database for use.</p> <p>To test the build of The Financial Edge NXT database for areas discussed during the Design phase and ensure that needs are met.</p>	<ul style="list-style-type: none"> • System Configuration and Administration • Core Functional Configuration • Supporting Module Configuration <p>See Functional Areas section for specific tasks associated with these configuration areas.</p>
Phase 3: Test and Go-Live and Wrap Up	To complete the activities required to formally end the implementation project.	<ul style="list-style-type: none"> • Create an engagement summary document that outlines the following: <ul style="list-style-type: none"> • A list of key configuration decisions made • Description of the role and tasks of database administrator • Hold a project wrap-up conference call

Additional Resources Required

None.

Impact on Scheduled Deliverable / Objective

None.

Estimated Additional Time / Expense Required

Service Description	SKU Code	Hours	Rate	Fee
Original FE Consulting Services	ACSFENXTPROFPE	N/A	(\$9500)	
Phase 1	ACSFENXTPROFPEP1	N/A	\$2,280	
Phase 2	ACSFENXTPROFPEP2	N/A	\$5,225	
Phase 3	ACSFENXTPROFPEP3	N/A	\$1,995	
Subtotal			\$0	
Total Amount			\$0	

This Change Order is subject to all terms, conditions and assumptions contained in the original Scope of Work document. By signing and submitting this Change Order, Town of Loxahatchee acknowledges understanding of the changes and/or additions to the original Scope of Work, and has not amended or adjusted this Change Order in any way.

Proposed by: Julia Duty, Financial Systems Consultant

Accepted by:

Blackbaud, Inc.

Bill Underwood

By: *Chelsy Rae Abraham*

By: _____

Signature of Authorized Representative

Signature of Authorized Representative

Chelsy Rae Abraham

**Name of Signing Person
(Please Print)**

**Name of Signing Person
(Please Print)**

Lead Financial Edge Consultant II

Title of Signing Person

Title of Signing Person

Date Signed

Date Signed

Please email your consultant the signed copy, or fax it to 843-216-6100 with your consultant's name clearly marked.

CHANGE ORDER

SalesForce Parent Project Name: Parent : 63898 : 20150130 : Town of Loxahatchee

To: Bill Underwood
From: Chelsy Abraham
CC: Julia Duty
Date: 2/24/2016
Subject: Additional Time

Need for Scope Change

The scope of work provides time for the consultant and the client to discuss reporting and budgeting needs, as well as corresponding Financial Edge functionality. Following this discussion the consultant writes a design document to explain the Financial Edge GL functional areas and the clients design decisions. Any major changes to these decisions are considered rework and subject to a Change Order.

Julia has had multiple design discussions with the Town of Loxahatchee and written three official design documents. Any further design discussions or rewrites of the design document will be considered rework.

This change order also encompasses any other rework that occurs throughout the implementation. These items will be discussed between the consultant and the client prior to being completed.

Activity	Time Estimate
Additional design discussions, rewrites of the design document based on major changes, and any additional rework.	8
Total Hours	8

Service Description	SKU Code	Hours	Rate	Fee
FE Consulting Services	ACSFECTM	8	\$225	
Total Amount		15	\$1800	

This Change Order is subject to all terms, conditions and assumptions contained in the original Scope of Work document. By signing and submitting this Change Order, Town of Loxahatchee acknowledges understanding of the changes and/or additions to the original Scope of Work, and has not amended or adjusted this Change Order in any way.

Proposed by: Chelsy Abraham, Financial Systems Consultant

Accepted by:

Blackbaud, Inc.

Bill Underwood

By: *Chelsy Rae Abraham*

By:

Signature of Authorized Representative

Signature of Authorized Representative

Chelsy Rae Abraham

**Name of Signing Person
(Please Print)**

**Name of Signing Person
(Please Print)**

Lead Financial Edge Consultant II

Title of Signing Person

Title of Signing Person

Date Signed

Date Signed

Please email your consultant the signed copy, or fax it to 843-216-6100 with your consultant's name clearly marked.

Subscription

Type	Monthly Price	Adjusted Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
FE:NXT Pro Subscription Offer	\$499.00	\$384.23	\$4,610.76	User/1	60	\$23,053.80	Annual
Learn The Financial Edge More	\$166.67	\$100.00	\$1,200.00	User/3	36	\$3,600.00	Annual
Subtotal*						\$26,653.80	

Services

Type	Price	Adjusted Price	UoM/Qty	Total Fees	Billing
FE7 Pro Service for NXT Offer	\$19,000.00	\$9,500.00	Each/1	\$9,500.00	100% upon completion
GL Detail Import for FE (3 years)	\$2,700.00	\$1,350.00	Each/1	\$1,350.00	100% upon completion
Subtotal*				\$10,850.00	

General Terms

Fees are in USD

Our records indicate that you are taxable. Blackbaud may charge sales tax on all or a portion of this purchase, depending on state law. If you provide a valid exemption certificate at a later date, you will not receive a credit for sales tax billed prior to receipt of the exemption certificate. If you feel this is incorrect, please send a valid certificate to: SalesTaxExemptCertificates2@blackbaud.com

Processing of online financial transactions through the Blackbaud offerings purchased on this Order Form is subject to and governed by the <http://www.blackbaud.com/files/bbms/bbpstc.pdf> and by signing this Order Form you agree to be bound by the BBPS Addendum.

The services to be provided are described in the accompanying Statement of Work. Additional Operating Guidelines and General Assumptions applicable to your Statement of Work can be found at <https://www.blackbaud.com/files/sow/BlackbaudProfessionalServicesGuidelinesandAssumptions.pdf>.

The subscription charges listed on this Order Form are for this purchase only. If you currently receive a subscription from Blackbaud, the above charges may be added to those and prorated to coincide with your current maintenance renewal date.

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

Your Blackbaud Learn® subscription includes access to specific instructor-led online and self-paced training for everyone at your organization. Classes have minimum attendance requirements and may be rescheduled if those requirements are